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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY \_\_\_\_\_

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HERRERA and Proposed Class

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF LOS ANGELES

**SONIA HERRERA**, individually and  
on behalf of all others similarly  
situated.

Case 11

## CLASS ACTION COMPLAINT FOR DAMAGES:

1. Violations of Consumers Legal Remedies Act
2. Violations of Unfair Business Practice Act
3. Breach of Contract
4. Unjust Enrichment
5. Common Law Fraud
6. Breach of Warranty

**DEMAND FOR JURY TRIAL.**

## INTRODUCTION

Plaintiff, by and through her undersigned counsel, individually and on behalf of all California residents who purchased Dial Complete Antibacterial Hand Wash ("Dial Complete" or the "Product") during the Class Period defined below (collectively "Plaintiff"), for her Class Action Complaint against Defendant, The Dial Corporation ("Dial") on information and belief, the investigation of her counsel, and personal knowledge, states as follows:

**JURISDICTION AND VENUE**

1           1. This Court has diversity jurisdiction over this class action  
2 pursuant to 28 U.S.C. § 1332(d)(2) because the matter in controversy, exclusive  
3 of interest and costs, exceeds \$5,000,000 and is a class action in which some  
4 members of the class are citizens of states different from the state where the Dial  
5 Corporation is a citizen.

6           2. Venue is proper in this Court pursuant to 28 U.S.C. § 1331  
7 because many of the acts and transactions giving rise to this action occurred in  
8 this District and Defendant:

- 9           a) is authorized to conduct business in this District and has  
10           intentionally availed itself to the laws and markets within this  
11           District through the promotion, marketing, distribution and sale of  
12           Dial Complete in this District;
- 13           b) currently does substantial business in this District; and
- 14           c) is subject to personal jurisdiction in this District.

**PARTIES**

15           3. At all times relevant to this matter, Plaintiff was and is a resident  
16 of Los Angeles County, California, and a citizen of California. Plaintiff  
17 purchased Dial Complete from retail stores located in Los Angeles County on  
18 numerous occasions throughout the class period. Plaintiff purchased and used  
19 Dial Complete because she saw and relied on the purported health benefits  
20 described by Defendant's website, advertising, and in-store media where she  
21 purchased Dial Complete, including product labeling.

22           4. Plaintiff, on behalf of herself and all California residents who  
23 purchased Dial Complete (the "Class") during the Class Period, as further defined  
24 below, brings this class action against Defendant, The Dial Corporation.

25           5. The Dial Corporation, the Defendant in this action, is incorporated  
26

in the State of Delaware and is headquartered in Scottsdale, Arizona. Dial is a subsidiary of Henkel AG & Co., a Duesseldorf Germany-based, Fortune Global 500 Company.

## **COMMON FACTUAL ALLEGATIONS**

6. Plaintiff's allegations are based in part on the investigation of counsel, including but not limited to reviews of advertising and marketing material, public filings, articles, journal actions, and other publicly available information, and thus on information and belief, except as to the individual actions of Plaintiff, as to which Plaintiff has personal knowledge.

### Defendant's Deceptive Message

7. Defendant advertises, promotes and sells a broad range of branded products throughout California and the United States, including body washes, bar soap, liquid hand soap and hand sanitizers, including its Dial Complete line of products, that are the subject of this lawsuit.

8. The Product contains **Triclosan** as its active ingredient, which was originally developed as a surgical scrub for medical professionals. In recent years, it has been added to many consumer products such as soap and body washes, toothpaste, clothing, kitchenware, furniture and toys.

9. Triclosan is a chlorophenol, a class of chemicals that is suspected of causing cancer in humans. The Environmental Protection Agency (“EPA”) has registered it as a pesticide and has rated it high for human health risk and environmental risk.

10. Defendant's misleading marketing campaign begins with a deceptive name – Dial Complete—as it implies that it will completely protect you from germs. Defendant's exhaustive advertising campaign builds on this deception. In truth, Defendant has no independent, competent and reliable support for these claims.

1       11. Since 2001, Dial has deceptively and unfairly promoted the  
2 usage of Dial Complete to consumers as having special health benefits, including,  
3 but not limited to, being over 1,000 times more effective at killing disease-causing  
4 germs than other antibacterial liquid hand soaps, killing 99.99% of bacteria, kill  
5 99.9% of illness-causing bacteria, reducing disease transmission by 50%  
6 compared to washing with a plain soap, and killing more germs than any other  
7 liquid hand soap.

8       12. Dial deceptively and unfairly claims and implies that Dial  
9 Complete's active ingredient, Triclosan, enables Dial Complete to outperform  
10 other soap products, thus allowing Dial Complete to perform at the levels  
11 indicated by Dial, to wit: killing 99.99% of bacteria, kill 99.9% of illness-  
12 causing bacteria, being over 1,000 times more effective at killing disease- causing  
13 germs than other antibacterial liquid hand soaps, and reducing transmission  
14 of diseases by 50% compared to washing with a plain soap. (*See*  
15 [http://www.dialcomplete.com/complete\\_facts.html](http://www.dialcomplete.com/complete_facts.html).)

16       13. Dial deceptively and unfairly claims and implies that Dial  
17 Complete prevents and protects consumers from diseases and illnesses, including  
18 but not limited to infectious disease, diarrhea and nausea.

19       14. In addition, as shown above, Dial deceptively and unfairly claims  
20 and implies that Dial Complete prevents and/or protects consumers from  
21 contracting: streptococcal infections that can lead to illness through skin  
22 contact and cause fever, throat or skin infections; among other symptoms;  
23 Salmonella, which can infect people and cause fever, diarrhea and abdominal  
24 cramps; E. coli leading to infection causing severe bloody diarrhea and  
25 abdominal cramps; Staphylococcus aureus leading to food poisoning and can  
26 cause nausea, vomiting, stomach cramps and diarrhea in as little as 30 minutes.

27       //

28       //

1           15. Dial deceptively and unfairly claims and implies that the statements  
 2 about Dial Complete's health benefits and the superiority in quality of Dial  
 3 Complete are backed by a competent, credible, and reliable study. The  
 4 advertisements for Dial Complete fail to disclose the specific limitations of the  
 5 Dial study including: (a) that only 2 strains of bacteria were tested and (b) there  
 6 was no determination as to the development of immunity by the bacteria after  
 7 repeated use. Moreover, Dial's study was performed by Dial itself or a related  
 8 entity, is not objective

9           16. In a promotional video targeting janitorial product suppliers,  
 10 Defendant contends that Dial Complete has the "highest level of germ killing  
 11 action", is the "#1 antibacterial foaming hand soap", and its "patented activated  
 12 Triclosan formula" allows it to be "25x more effective than other antibacterial  
 13 soaps."<sup>1</sup>

14           17. Dial's marketing and advertising campaign sends an unmistakably  
 15 clear, but an unconscionably deceptive and unfair message: Dial Complete is more  
 16 effective at killing germs, protecting the consumer from germs, and thus  
 17 preventing illness and promoting good health, than washing with less expensive  
 18 plain soap and water.

19           **Defendant's Message is False, Misleading,**  
 20           **Deceptive, Unfair and Unconscionable**

21           18. Defendant's advertising message ignores the well-supported fact  
 22 that washing with soap and water is just as effective as washing with Dial  
 23 Complete, which contains Triclosan and is more expensive than plain soap.

24           19. Dial's claims about Dial Complete's effectiveness and superiority  
 25 are false, deceptive, unfair and unconscionable because there is not sufficient,

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27           28           <sup>1</sup> Dial Complete Foam promotional video, available at: <http://www.youtube.com/watch?v=TjmKuREFGmQ>

1 competent and/or reliable scientific evidence and/or substantiation for Dial  
2 Complete's effectiveness and superiority claims.

3       20. Specifically, Defendant has no competent, credible and reliable  
4 scientific evidence that is sufficient in quality and quantity based on standards  
5 generally accepted in the relevant scientific fields, when considered in light of the  
6 entire body of relevant and a reliable scientific evidence to substantiate the claims  
7 that Dial Complete is over 1,000 times more effective at killing disease-causing  
8 germs than other antibacterial liquid hand soaps, killing 99.99% of bacteria, kill  
9 99.9% of illness-causing bacteria, reducing disease transmission by 50%  
10 compared to washing with a plain soap, and killing more germs than any other  
11 liquid hand soap.

12       21. Defendant's purported scientific evidence is neither competent  
13 nor reliable scientific evidence. Defendant does not possess any tests, analyses,  
14 research, or studies that have been conducted and evaluated in an objective  
15 manner.

16       22. In fact, the competent and reliable scientific evidence indicates that  
17 Defendant's claims are false, deceptive, unfair and unconscionable.

18       23. A study published on July 13, 2000, reported that Triclosan acts  
19 by inhibiting one of the highly conserved enzymes (enoyl-ACP reductase, or  
20 FabI) of bacterial fatty-acid biosynthesis. Several key pathogenic bacteria do  
21 not have FabI. This study described a Triclosan resistance flavoprotein, FabK  
22 such as *Streptococcus pneumonia*, which can cause pneumonia or the infection  
23 that causes meningitis. Richard J. Heath & Charles O. Rock, *Nature Journal*,  
24 No. 406, pp. 145-146, 7/13/00.

25       24. Dial's advertising and messaging fails to mention and/or warn  
26 Plaintiff that repeated use of Dial Complete may cause her to develop bacteria  
27 immune to Triclosan.

28       25. The Journal of the Annual Meeting of the American Medical

1 Association ("AMA") in 2000 concluded the following:

2 Conclusions: The use of common antimicrobials [i.e Triclosan]  
3 for which acquired resistance has been demonstrated in bacteria  
4 as ingredients in consumer products should be discontinued, unless  
5 data emerge to conclusively show that such resistance has no impact  
6 on public health and that such products are effective at preventing  
7 infection. Scientific research on the issue of antimicrobial  
8 resistance must continue to elucidate gaps in knowledge,  
9 particularly with respect to the use of common antimicrobials as  
10 ingredients in consumer products and its impact on the major public  
11 health problem of antibiotic resistance.

12 26. In 2010 the AMA voted to retain this recommendation as  
13 still relevant.

14 27. On March 20, 2001, Defendant received Patent No. US 6,204,230:  
15 *An antibacterial composition that has a 99% reduction in Gram positive and*  
16 *Gram negative bacteria.* According to the patent application, the composition  
17 including Triclosan was tested against only four bacteria, **nowhere near 99% of**  
18 **the bacteria that is known to exist.**

19 28. In March 2004, a study published in the *American Journal of*  
20 *Infection Control* concluded that, after testing the efficacy of 14 different hand  
21 hygiene agents including a hand wash with 1% Triclosan, washing with plain soap  
22 and water was **more effective** than Triclosan after one wash. Sickert-Bennett,  
23 Weber, Gergen-Teague, Sobsey, Samsa, Rutala. *American Journal of Infection*  
24 *Control;* pp. 67-77.

25 29. An August 2004 study published in *Antimicrobial Agents and*  
26 *Chemotherapy* collected hand cultures in houses using liquid hand soap containing  
27 0.2% Triclosan (Dial Complete contains 0.2% Triclosan) to observe the presence  
28 of bacteria. The study found that little evidence supported the notion that 0.2%  
Triclosan soap affords any benefit in the reduction of infectious symptoms,  
bacterial counts, or types of bacteria on the hands of individuals within the

1 household setting in the developed world.

2       30. In reviewing 27 studies conducted over the past 30 years,  
3 scientists from the University of Michigan, Columbia University, and Tufts  
4 University determined that soaps containing added ingredients such as Triclosan  
5 in liquid soap and Triclocarban in bar soap do not show a benefit above and  
6 beyond plain soap in the consumer environment. The scientists concluded that  
7 “[t]he lack of an additional health benefit associated with the use of Triclosan-  
8 containing consumer soaps over regular soap, coupled with laboratory data  
9 demonstrating potential risk of selecting for drug resistance, warrants further  
10 evaluation by the government.” Allison Aiello, *Consumer Antibacterial Soaps:*  
11 *Effective or Just Risky?* Clinical Infectious Diseases 2007; 45; S137-47.

12       31. In 2005, the FDA concluded that antimicrobial soaps and  
13 sanitizers do not reduce the risk of illness and infection in the home. The  
14 Canadian Pediatric Society and the American Medical Association have concluded  
15 similarly.

16       32. In an April 8, 2010, “Consumer Update”, the FDA stated that it  
17 does not have evidence that Triclosan-containing antibacterial soaps and body  
18 washes provide any extra health benefit over soap and water alone.

19       33. Despite all evidence to the contrary, Dial continues to  
20 aggressively advertise Dial Complete as having substantial health benefits and  
21 being more effective in its use than ordinary soap and water. This aggressive  
22 advertisement containing these deceptive, unfair, misleading, and unconscionable  
23 statements effectively induced millions of consumers in the U.S. to purchase Dial  
24 Complete in hopes of realizing these false gains. These consumers exchange  
25 their money for a product that they were misled by Dial into purchasing for more  
26 money than plain soap. This was Dial’s intention, and the deceptive, misleading,  
27 unfair, and unconscionable advertisements and messages were the means by which  
28 Dial sought to achieve its end: persuading consumers to purchase Dial Complete

1 at a price premium compared to ordinary soap.

2 *Plaintiff's Reliance*

3 34. At all times relevant, Plaintiff heard, saw and relied upon  
 4 various Dial product claims, promotions, commercials and advertisements for  
 5 Dial Complete in making the decision to purchase said products.

6 35. In reliance on the false, unfair, deceptive, and/or unconscionable  
 7 and unfair promotional, label and advertising claims Plaintiff purchased Dial  
 8 Complete. However, unbeknownst to Plaintiff, at the time of purchase, there was,  
 9 and still is, no reasonable basis in fact or substantiation for Dial's claims that  
 10 Dial Complete "kills 99.99% of germs, is the "#1 Doctor Recommended" liquid  
 11 hand wash, "kills more germs than any other liquid hand soap, is "over 1,000  
 12 times more effective at killing disease-causing germs than other antibacterial  
 13 liquid hand soaps", and is "over 10x more effective at killing disease-causing  
 14 germs than ordinary liquid soaps."

15 36. Defendant's false statements of product quality and effectiveness  
 16 would cause a reasonable person to believe such statements, and did, in fact, cause  
 17 the Plaintiff to believe and rely upon such statements in making the decision to  
 18 purchase Dial Complete.

19 37. Plaintiff specifically relied on Dial's false, unfair, deceptive,  
 20 and/or unconscionable claim that Dial Complete "kills 99.99% of germs, is the "#1  
 21 Doctor Recommended" liquid hand wash, "kills more germs than any other liquid  
 22 hand soap, is "over 1,000 times more effective at killing disease-causing germs  
 23 than other antibacterial liquid hand soaps", and is "over 10x more effective at  
 24 killing disease-causing germs than ordinary liquid soaps."

25 38. But for the false, misleading, deceptive, unfair and unconscionable  
 26 statement, Plaintiff would not have purchased Dial Complete at a price premium,  
 27 but instead, purchased the less expensive ordinary soap.

39. Because Plaintiff relied upon the false, misleading, deceptive, unfair and unconscionable claims made by the Defendant, Plaintiff has been damaged in that she purchased Dial Complete and has lost the money she spent purchasing such products, including paying a price premium, while being misled about the Product benefits and she either would not have purchased such products or would not have purchased them for the price that she paid but for her belief in their health benefits as advertised and claimed by Dial.

## CLASS ACTION ALLEGATIONS

40. Plaintiff seeks to represent the Class defined below or class or classes further refined by the Court.

41. Plaintiff brings the claims asserted herein on behalf of a Class defined as:

All California residents who purchased Dial Complete products primarily for personal, family, or household use, within the statutory limitations periods applicable to the herein- alleged causes of action (including, without limitation, the period following the filing of this action). Excluded from the Class are any judicial officers presiding over this action, and Defendants, including their officers, directors and employees. (the "Class").

42. Defendant's representations and omissions were material, were relied upon by Plaintiff and intended to be relied upon by the putative class, and resulted in damage to each and every member of the Class as alleged.

43. The exact number of Members in the Class identified above is not known, but it is reasonable to presume that the class is so numerous that joinder of individual Members is impracticable. Dial has sold millions of soap products, including Dial Complete soaps, using the misrepresentations complained of herein and all of these consumers are presumed to have relied upon Dial's uniform written misrepresentations concerning the efficacy of Triclosan containing

1 antibacterial soaps and body washes.

2 44. There are questions of law and fact that are common to the  
3 proposed Class, including, but not limited to, the following:

- 4 a) are the claims that Dial made and is making regarding  
5 Dial Complete false, unfair, deceptive and/or unconscionable;
- 6 b) is Dial making claims that Dial Complete has certain  
7 performance characteristics, uses or benefits that it does not have;
- 8 c) is Dial making claims that Dial Complete is of a  
9 particular standard, quality and/or grade, when it is not;
- 10 d) is Dial supplying Dial Complete not in accordance with its  
11 representations;
- 12 e) has Dial engaged in false, unfair, deceptive and/or  
13 unconscionable acts or practices in connection with a  
14 consumer transaction;
- 15 f) did Dial know at the time the consumer transaction took  
16 place that the consumer would not receive the benefit from  
17 the consumer product that Dial was claiming the consumer  
18 would receive;
- 19 g) did Dial know or should it have known that the  
20 representations and advertisements regarding Dial Complete  
21 was unsubstantiated, false and misleading;
- 22 h) did Dial engage in false, unfair, deceptive and/or  
23 unconscionable advertising;
- 24 i) did Dial use false, unfair deceptive and/or  
25 unconscionable representations in connection with the sale of  
26 goods;
- 27 j) did Dial's representations concerning the purported  
28 supporting study cause a likelihood of confusion or

misunderstanding as to the source, sponsorship, approval or certification of goods;

- k) did Dial represent that goods have a certain sponsorship, approval, characteristic, ingredient, use or benefit that they do not have;
- l) did Dial represent that goods are of a particular standard, quality or grade when they are of another;
- m) did Dial represent that the goods were available to the consumer for a reason that did not exist;
- n) did Dial advertise goods with the intent not to sell them as advertised;
- o) did Dial disparage the goods of another by false representations of fact;
- p) did the Plaintiff and the Class Members that purchased Dial Complete suffer monetary damages and, if so, what is the measure of said damages;
- q) are the Plaintiff and Class Members entitled to an award of punitive damages; and
- r) are the Plaintiff and Class Members entitled to declaratory and injunctive relief?

21       45. Plaintiff's claims are typical of the claims of the proposed  
22 Class. Indeed, Plaintiff's claims are identical or nearly identical to Class  
23 Member's claims.

24       46. Plaintiff will fairly and adequately represent and protect the  
25 interest of the proposed Class because, *inter alia*, Plaintiff's interests are not  
26 antagonistic to those of the Class, and Plaintiff has retained counsel competent  
27 and experienced in the prosecution of this type of litigation.

28 || 47. The questions of law and fact common to the Class Members.

1 some of which are set forth above, predominate over any questions affecting only  
2 individual Class Members. Clearly, the predominate issues are whether Dial has  
3 sufficient substantiation for its claims concerning the efficacy of Dial Complete to  
4 remove 99.99% of germs through washing and whether Dial's marketing materials  
5 misrepresented the efficacy of Dial Complete at removing germs during washing.  
6 Those issues are focused on the Defendants and predominate over any questions  
7 that may arise concerning individual Class Members.

8 48. Adjudicating this matter as a class action is superior to other  
9 available methods for adjudication because, *inter alia*, the expense and burden of  
10 requiring consumers to individually litigate these claims would make it  
11 impracticable or impossible for them to bring their claims.

12 49. This matter is manageable as a class action. At most, the effective  
13 management of this case as a class action may require one or more simple sub-  
14 classes. However, the use of sub-classes to manage class action litigation is a  
15 common practice, and this Court is very adept at the use of sub-classes to manage  
16 class action litigation.

17 50. Unless a class is certified, Defendant will retain monies received as  
18 a result of its conduct that were taken from Plaintiff and proposed Class  
19 Members. Unless a class wide injunction is ordered, Defendant will continue  
20 to commit the violations alleged, and the Members of the Class and the general  
21 public will continue to be misled.

22 51. Dial's unlawful conduct, including the unlawful acts described  
23 herein, and its continuing unlawful acts, are generally applicable to the Class as a  
24 whole making final injunctive relief appropriate.

25 //

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27

28

**FIRST CAUSE OF ACTION**  
For Violations of Consumers Legal Remedies Act  
California Civil Code §1750, *et seq.*

52. Plaintiff restates each and every paragraph of this Complaint as if fully set forth herein.

53. This cause of action is brought pursuant to California Consumers Legal Remedies Act §1750, *et. seq* (the “CLRA”).

54. Plaintiff is a consumer as defined by the CLRA.

55. Defendant is a supplier or seller as defined by the C.I.R.A

56. Defendant's conduct described herein involves consumer transactions as defined in CLRA

57. Plaintiff is further given the rights to bring the suit himself under Civ. Code. §1780 and on behalf of the class under §1781

58. Defendant has engaged in deceptive practices, unlawful methods of competition, and/or unfair acts as defined by Civ. Code §1750, *et seq.* to the detriment of Plaintiff, members of the general public and the class. Plaintiff, the general public and members of the Class have suffered harm as a proximate result of the wrongful conduct of Defendant as alleged herein.

59. Defendant intentionally, knowingly and unlawfully perpetrated harm upon Plaintiff by the above-described facts. To wit, Dial has made unlawful, unsubstantiated, and patently deceptive claims that Dial Complete is proven to kill 99.99% of bacteria and being over 1,000 times more effective at killing disease-causing germs than other antibacterial liquid hand soaps.

60. Dial makes the deceptive illness and disease prevention claims without competent and reliable scientific evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant scientific fields. This is especially the case when the relevant science is considered in light of the entire body of relevant and reliable scientific evidence. Dial's has no reliable

1 scientific evidence, including tests, analyses, research, or studies that have been  
2 conducted and evaluated in an objective manner. Instead, Defendant relies on its  
3 own self-funded and self administered study in , which is not credible when  
4 compared to the entire body of overwhelming, relevant and reliable studies to the  
5 contrary.

6 61. In addition, Dial promotes that the active ingredient in Dial Complete,  
7 Triclosan, is what sets Dial Complete apart from its competition and causes Dial  
8 Complete to be effective at killing germs. However, in actuality, the scientific  
9 studies discussed herein show that Triclosan does not enhance the effect of hand  
10 and body sanitation and, may in fact cause individuals who use Triclosan-based  
11 products to develop bacteria that is immune to Triclosan.

12 62. Accordingly, DIAL violated the CLRA by engaging in the following  
13 practices proscribed by the California Consumers Legal Remedies Act,  
14 §1770(a)(2)(3) (5)(7)(8) and (9) and in consumer transactions with the Plaintiff and  
15 the Class, which were intended to result in, and did result in, the sale of Dial  
16 Complete to the Plaintiff and Putative Class:

17 (a) The following unfair methods of competition and unfair or deceptive  
18 acts or practices undertaken by any person in a transaction intended to result or  
19 which results in the sale or lease of goods or services to any consumer are  
20 unlawful:

21 (2) Misrepresenting the source, sponsorship, approval, or certification of  
22 goods or services.

23 (3) Misrepresenting the affiliation, connection, or association with, or  
24 certification by, another.

25 (5) Representing that goods or services have sponsorship, approval,  
26 characteristics, ingredients, uses, benefits, or quantities which they do not have or  
27 that a person has a sponsorship, approval, status, affiliation, or connection which  
28 he or she does not have.

(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

(8) Disparaging the goods, services, or business of another by false or misleading representation of fact.

(9) Advertising goods or services with intent not to sell them as advertised

63. The Defendant's policies and practices are unlawful, unethical, oppressive, fraudulent and malicious. The gravity of the harm to all consumers and to the general public from Defendant's policies and practices far outweighs any purported utility those policies and practices have.

64. Pursuant to CLRA §1780(a), Plaintiff seeks and order enjoining Defendant from engaging in the methods, acts or practices alleged herein.

65. Pursuant to CLRA §1782, if Defendant does not rectify its conduct within 30 days, Plaintiff intends to amend this Complaint to add claims for:

- a) actual damages;
- b) restitution of money to Plaintiff, the general public and Class members;
- c) punitive damages;
- d) attorneys' fees and costs; and
- e) other relief that this Court deems proper.

**SECOND CAUSE OF ACTION**  
For Violations of Unfair Business Practice Act  
California Business and Professions Code §17200 *et seq.*

65. Plaintiff restates each and every paragraph of this Complaint as if fully rewritten herein.

66. For the reasons discussed herein, Defendants have engaged in unfair competition and prohibited activities. Unfair competition includes any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or

1 misleading advertising and any act prohibited by California Bus. & Prof. Code  
 2 §17200 and specifically §17508(a) because defendants made: “false or misleading  
 3 advertising claim, including claims that (1) purport to be based on factual,  
 4 objective, or clinical evidence, (2) compare the product's effectiveness . . . to that  
 5 of other brands or products, or (3) purport to be based on any fact.”

67. Plaintiff and the Class seek equitable relief and to enjoin Defendants  
 7 on the terms that the Court considers reasonable.

68. Pursuant to Cal. Bus. & Prof. Code §17200 *et seq.*, Plaintiff and the  
 9 Class seek an order enjoining the above-described wrongful acts and practices of  
 10 the Defendants and for restitution and disgorgement.

69. Pursuant to Cal. Bus. & Prof. Code §17200 *et seq.*, this Complaint  
 12 will be served upon the California Attorney General, and Director of Consumer  
 13 Affairs.

14

15 **THIRD CAUSE OF ACTION**  
 16                   **For Breach of Contract**

17 70. Plaintiff restates each and every paragraph of this Complaint as if  
 18 fully rewritten herein.

19 71. Plaintiff and each member of the Class formed a contract with  
 20 Defendant. The terms of that contract include the promises and affirmations of fact  
 21 made by Defendant in its marketing and sales materials as described above, that  
 22 became part of the basis of the bargain, and are part of a standardized contract  
 23 between Plaintiffs and members of the Class on the one hand, and Defendant on  
 24 the other.

25 72. Plaintiff performed all, or substantially all, of the significant things  
 26 that the contract required her to do by tendering payment for the Dial Complete.

27 73. Defendant breached the terms of its sales contract with Plaintiff and  
 28 members of the Class by promising to provide a Dial Complete product that

1 conformed to the promises and affirmations of fact replete throughout Defendant's  
2 aggressive sales and marketing materials, but then failed to provide a product  
3 measuring up to these promises and affirmations of fact.

4 74. As a result of Defendant's breach of their contract, Plaintiff and the  
5 other members of the Class have been damaged.  
6

7 **FOURTH CAUSE OF ACTION**  
8 **For Unjust Enrichment**

9 75. Plaintiff restates each and every paragraph of this Complaint as if  
10 fully rewritten herein.

11 76. Plaintiff argues, in the alternative to a finding of Breach of Contract,  
12 that it is unjust to allow Defendant to retain the profits from its deceptive,  
13 misleading, and, unlawful conduct alleged herein without providing compensation  
14 to Plaintiff and the Class Members.

15 77. Defendant's deceptive, misleading, and unlawful advertisements and  
16 other communications wrongly induced Plaintiff into purchasing Defendant's Dial  
17 Complete, the proceeds of which went unjustly to Defendant. Defendant retained  
18 the benefits of this (these) purchase(s) without compensating Plaintiff, who  
19 conferred this (these) benefits on Defendant.

20 78. Defendant's conduct created between Defendant and Plaintiff a quasi-  
21 contract, through which Defendant received a benefit from Plaintiff without  
22 providing compensation to Plaintiff in exchange.

23 79. Plaintiff sustained a loss because Plaintiff did not receive the benefit  
24 for which he paid – an antibacterial hand soap that conformed to the performance  
25 promised throughout Defendant's advertisements, commercials, and other media  
26 communications. Defendant received a gain because it accepted payment; this gain  
27 is unjust because Defendant did not provide in exchange for the payment a product  
28 that conformed to Defendant's promises.

80. Plaintiff and the Class Members are entitled to restitution of, disgorgement of, and/or the imposition of a constructive trust upon, all profits, benefits, and other compensation obtained by the Defendants from their deceptive, misleading, and unlawful conduct.

**FIFTH CAUSE OF ACTION**  
For Common Law Fraud

81. Plaintiff restates each and every paragraph of this Complaint as if fully rewritten herein.

82. Defendants have made misrepresentations and omissions of facts material to Plaintiff's and Class members' decisions to purchase Dial Complete as set forth in detail above by using deceptive, misleading, and unlawful advertisements and other communications, and through its omissions of fact, to wrongly induce Plaintiff into purchasing Defendant's Dial Complete.

83. Defendants knew at the time that it made these misrepresentations and omissions that they were false or that Defendants had failed to disclose facts it was obligated to disclose in order to make its other representations not misleading. Defendants were aware that Plaintiff and class members would rely on these misrepresentations and omissions, and that such representations were material in the Plaintiff's and class members' decisions to purchase Dial Complete.

84. Plaintiff and the Class reasonably relied upon Defendants' misrepresentations and omissions of material fact. Plaintiff and the Class had no reason to doubt the veracity or validity of the information Defendants have promoted through its marketing and sales strategies.

85. Defendants' misrepresentations and omissions of material fact directly and proximately caused Plaintiff's and the Class's damages.

86. By virtue of the fraud they perpetrated on Plaintiff and the Class, Defendants are liable to Plaintiff and the Class for all damages Plaintiff and the

1 Class have sustained, plus punitive damages, plus the cost of this suit, including  
2 attorney's fees.

3

4 **SIXTH CAUSE OF ACTION**  
5 **For Breach of Warranty**

6 87. Plaintiff restates each and every paragraph of this Complaint as if  
7 fully rewritten herein.

8 88. Defendant asserts promises and affirmations of fact throughout its  
9 advertisement of Dial Complete. The Statements described in detail in the previous  
10 paragraphs were each designed to induce in Plaintiff a belief that the Dial  
11 Complete was superior in both quality and effectiveness. The specific statements  
12 and facts prevalent throughout Defendant's advertisements were more than just  
13 mere puffery; they were orchestrated to produce a reliance in Plaintiffs on these  
14 misrepresentations when deciding to purchase the Dial Complete. Moreover, these  
15 promises and affirmations of fact were not merely Defendant's opinion on its own  
16 product; rather, these promises and affirmations allegedly are the product of a  
17 scientific study and conclusive evidence.

18 89. Dial breached the applicable warranties, express and implied, and is  
19 therefore liable to Plaintiff by failing to provide a product that conformed to its  
20 promises and affirmations; specifically, a product that kills 99.99% of bacteria, kill  
21 99.9% of illness-causing bacteria, is over 1,000 times more effective at killing  
22 disease-causing germs than other antibacterial liquid hand soaps, reduces  
23 transmission of diseases by 50% compared to washing with a plain soap, and  
24 otherwise prevents and protects consumers from contracting illnesses and diseases.

25 90. As a direct and proximate result of Defendants' warranty breach, the  
26 named Plaintiff and the Class Members were caused to suffer and continue to  
27 suffer immediate damages and loss in the form of purchasing a product to ensure  
28 their health and safety when in fact said product does not have the health and other

1 benefits advertised and warranted by Dial.  
2  
3

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, the representative Plaintiff, on behalf of herself and the  
6 Members of the Class defined herein, prays for judgment against the Defendant as  
7 follows:

8 A. For an order certifying this action and/or common issues raised herein  
9 as a "Class Action under the appropriate provision of Federal Rule of  
10 Civil Procedure 23; designating Class Representatives; and  
11 appointing the undersigned to serve as Class counsel.

12 B. For notice of class certification and of any relief to be disseminated  
13 to all Class Members and for such other further notices as this Court  
14 deems appropriated under Fed. R. Civ. P. 23(d)(2);

15 C. For an order requiring complete and immediate disclosure of all  
16 studies, reports, analyses, data, compilations, and other similar  
17 information within the possession, custody, or control of  
18 Defendant concerning, relating to, or involving the purported  
19 effectiveness of Dial Complete;

20 D. For an order barring Defendant from destroying or removing any  
21 computer or similar records that record evidence related to the  
22 purported health benefits of Dial Complete;

23 E. For an order barring Defendant from attempting, on its own or  
24 through its agents, to induce any putative Class Members to sign any  
25 documents which in any way releases any of the claims of any  
26 Putative Class Members;

27 F. For an award of compensatory damages in the amount to be  
28

determined for all injuries and damages described herein;

- G. For an award of punitive damages to the extent allowable by law, in an amount to be proven at trial;
- H. Awarding restitution and disgorgement of Dial's revenues to the Plaintiff and the proposed Class Members;
- I. Awarding declaratory and injunctive relief as permitted by law or equity, including: enjoining Defendant from continuing the unlawful practices as set forth herein, and directing Defendant to identify, with Court supervision, victims of its conduct and pay them restitution and disgorgement of all monies acquired by Defendant by means of any act or practice declared by the Court to be wrongful;
- J. Compelling Dial to engage in a corrective advertising campaign; K. Awarding attorney fees and costs; and
- K. Providing such other relief as may be just and proper.

DATED: May 12, 2011

## GERAGOS & GERAGOS, APC

By:

SHELLEY KAUFMAN  
Attorneys for Plaintiff and the  
Proposed Class

**DEMAND FOR JURY TRIAL**

Plaintiff, and all others similarly situated, hereby demand a trial by jury herein.

DATED: May 12, 2011

GERAGOS & GERAGOS, APC

By:

  
SHELLEY KAUFMAN  
Attorneys for Plaintiff and the  
Proposed Class

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Ronald S. W. Lew and the assigned discovery Magistrate Judge is Victor B. Kenton.

The case number on all documents filed with the Court should read as follows:

**CV11- 4146 RSWL (VBKx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

Western Division  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

Southern Division  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

Eastern Division  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Mark J. Geragos (SBN108325), Shelley Kaufman  
SBN 100696), Tamar G. Arminak (SBN 238677)  
Geragos & Geragos, APC  
644 S. Figueroa St, Los Angeles, CA 90017-3411  
geragos@geragos.com

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SONIA HERRERA, individually and on behalf of all  
others similarly situated,

v.

PLAINTIFF(S)

CASE NUMBER

CV 11-4146-RSWL(VBKx)

THE DIAL CORPORATION, an Arizona corporation,

DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): THE DIAL CORPORATION, an Arizona corporation,

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint                     amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Mark J. Geragos & Shelley Kaufman, whose address is Geragos & Geragos, APC, 644 S. Figueroa St, Los Angeles, CA 90017-3411. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: May 13, 2011

By: Tamara K  
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

## Name &amp; Address:

Mark J. Geragos (SBN108325), Shelley Kaufman  
 SBN 100696), Tamar G. Arminak (SBN 238677)  
 Geragos & Geragos, APC  
 644 S. Figueroa St, Los Angeles, CA 90017-3411  
 geragos@geragos.com

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

SONIA HERRERA, individually and on behalf of all  
 others similarly situated,

v.

PLAINTIFF(S)

CASE NUMBER

CV 11-4146 RSWL(VBK)

THE DIAL CORPORATION, an Arizona corporation,

DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): THE DIAL CORPORATION, an Arizona corporation,

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Mark J. Geragos & Shelley Kaufman, whose address is Geragos & Geragos, APC, 644 S. Figueroa St, Los Angeles, CA 90017-3411. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: MAY 13 2011

By: SUSANA P. BUSTAMANTE   
 Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself) SONIA HERRERA, individually and on behalf of all others similarly situated,		DEFENDANTS THE DIAL CORPORATION, an Arizona corporation,				
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Mark J. Geragos (SBN 108325), Shelley Kaufman (SBN 100696) Tamar G. Arminak (SBN 238677) Geragos & Geragos, APC 644 S. Figueroa St, Los Angeles, CA 90017-3411, geragos@geragos.com		Attorneys (If Known)  Not known				
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)				
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	PTF DEF <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State			
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	PTF DEF <input type="checkbox"/> 2 <input type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State			
		Citizen or Subject of a Foreign Country	PTF DEF <input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation			
IV. ORIGIN (Place an X in one box only.)						
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)						
CLASS ACTION under F.R.C.P. 23: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				MONEY DEMANDED IN COMPLAINT: \$ According to Proof		
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)						
VII. NATURE OF SUIT (Place an X in one box only.)						
OTHER STATUTES		CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL PROPERTY	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 520 Habeas Corpus	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY	<input type="checkbox"/> PROPERTY RIGHTS	
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 433 Withdrawal 28 USC 157	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> REAL PROPERTY	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> IMMIGRATION	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> PROPERTY RIGHTS	
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> SOCIAL SECURITY	
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee			<input type="checkbox"/> 861 HIA (1395f)	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 862 Black Lung (923)	
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 863 DIWC/DIWW (405(g))	
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 864 SSID Title XVI	
					<input type="checkbox"/> 865 RSI (405(g))	
					<input type="checkbox"/> FEDERAL TAX SUITS	
					<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
					<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	

~~CV 11-4146 - SW (VBK)~~

**FOR OFFICE USE ONLY:** Case Number

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
 If yes, list case number(s): \_\_\_\_\_

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case?  No  Yes  
 If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

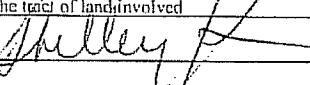
County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
	Arizona

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date May 13, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 if not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
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861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))